

REMARKS

The applicant has had an opportunity to carefully consider the Examiner's Office Action of January 3, 2003, and believes this amendment is fully responsive to every point raised by the Examiner. Reconsideration of the application, as amended, is respectfully requested. Claims 1-13 remain in the application after this amendment is entered.

The Office Action:

The drawings were objected to for not offering further understanding of the invention.

The claimed invention stands rejected under 35 U.S.C. § 101 for lack of technological detail.

Claims 1-13 stand rejected under 35 U.S.C. § 102(e) as anticipated by U.S. Patent No. 6,055,513 to Katz et al.

The Non-Art Objections:

The originally-filed drawings comply with 37 CFR 1.81 and sufficiently facilitate understanding of the invention.

The applicant's attorney contacted the Examiner to determine the Examiner's reasons for objecting to the drawings. After discussing the drawing objection with the Examiner and the Examiner's supervisor, the applicant's attorney understood that the Examiner agreed to withdraw the drawing objection. Accordingly, the applicant hereby requests that the drawing objection be removed.

The Art Rejections:

Claims 1-10 are directed to patentable subject matter.

The Examiner has rejected the claimed invention under 35 U.S.C. § 101. In support, the Examiner stated "the claimed invention is primarily conceptual and lacks technological details." More generally, the Examiner contended that the steps of "receiving," "searching," and "contracting" can be done manually, as well as by computer.

The applicant's attorney also discussed the Examiner's rejections under 35 U.S.C. §101 with the Examiner and the Examiner's supervisor. After this discussion, the applicant's attorney understands that this rejection is limited to claims 1-10. Additionally, the applicant's attorney understands that amending claims 1-10 by inserting "electronically" ahead of the "receiving," "searching," and "contracting" actions would be sufficient to overcome this rejection. One or more of these three terms were found in claims 1-8. Therefore, claims 1-8 have been amended as described above. Accordingly, claims 1-10, as amended, are directed to proper patentable subject matter. Therefore, the applicant submits that claim rejections under 35 U.S.C. § 101 should be removed as a result of this amendment.

Claims 1-13 patentably distinguish over Katz.

The Examiner has rejected claims 1-13 under 35 U.S.C. § 102(e) as anticipated by Katz. The applicant respectfully disagrees.

Clearly, neither the instant application nor Katz pretends to have invented relational data base technology, but only makes claim to a use of that type of technology in electronic commerce.

Essentially, Katz describes a situation in electronic commerce where integrating a profile of a potential buyer with information known about persons having such a profile will facilitate suggesting additional commercial offers to the potential buyer. For example, a potential buyer identifies himself as John Doe, age 35 from Alaska, which allows the e-commerce merchant technology to query some database and disclose that 35 year olds like to buy bargain tickets to Las Vegas - so it makes good business sense to offer these tickets to John.

The instant application is not interested in this chain of e-commerce events whatsoever. The instant application is

concerned with property rights to information in the chain. For example, a database receiving the query knew that John Doe was from Alaska and knew that he is married but did not know that he was 35 years old. Now, is the value of knowing that John is 35 equal to the value of knowing that John is married - or does this represent an asymmetric information transfer - for which some economic credit must be given to the merchant or alternatively to the database.

Katz is silent and oblivious to the "knowledge transfer value" aspect of e-commerce - while the instant application is exclusively concerned with this aspect (e.g. the instant application's "brokerage representation model"). Katz presumes that profile information for the potential buyer either exists or doesn't - but makes no provisions whatsoever for the accumulation of new profile information in the course of the e-commerce nor especially for the economic exploitation of the new information as, for example, a commodity.

Simply stated, in a narrow context of electronic commerce and partial profiles therein, the Examiner may have misunderstood the meaning of "contracting" in the instant application. For Katz, "contracting" deals with exchanges of goods, service, or money between the potential buyer and the e-commerce merchant - even if the merchant consults database using profile information about the potential buyer. For the instant application, "contracting" deals with an exchange of information or economic credit between the e-commerce merchant and "the databank".

Furthermore, the instant application is concerned with applications beyond e-commerce, such as electronic advertising, and other information media transfer technologies.

Based on the above arguments, the applicant respectfully submits that Katz does not teach, nor suggest, the inventions recited in claims 1-13. Accordingly, Katz does not anticipate

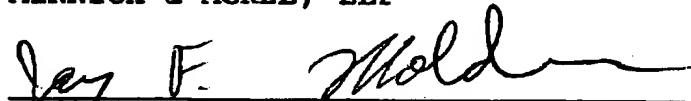
claims 1-13 and applicant submits that claims 1-13 are currently in condition for allowance.

CONCLUSION

In view of the above amendments and remarks, applicant submits that the present application is in condition for allowance. Notice of such allowance is hereby respectfully requested.

Respectfully submitted,

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